

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

M&I EQUIPMENT FINANCE COMPANY,

Plaintiff,

v.

SIGNATURE BANK,

Defendant.

COMPLAINT

Civil Action No.:
08-CV-02164 (GEL/GWG)

ECF CASE

M&I Equipment Finance Company ("M&I EFC") by its attorneys, Bond, Schoeneck & King, PLLC, for its complaint against the above-captioned defendant avers and alleges as follows:

1. M&I EFC is a Wisconsin corporation with its principal place of business located at 250 East Wisconsin Avenue, Suite 1400, Milwaukee, Wisconsin 53202.
2. Upon information and belief, Signature Bank is a commercial bank chartered in New York with its principal place of business located at 565 Fifth Avenue, New York, New York 10017.
3. This court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), on the grounds that the matter in controversy exceeds the sum or value of \$75,000 exclusive of interest and cost, and the matter in controversy is between citizens of different States.
4. Venue in this court is proper under 28 U.S.C. §§ 1391(a) and (c), on the grounds that the defendant resides within the District.

5. M&I EFC obtained a judgment against Moise Banayan, Ahava Food Corp and Lewis County Dairy Corp (“the Judgment Debtors”) in the amount of \$658,994.02 on January 12, 2007.

6. Upon information and belief, at all times relevant, the Judgment Debtors, or one or more of them, maintained accounts at Signature Bank, and Signature Bank owed a debt to one or more of the Judgment Debtors and/or was in the possession or custody of property in which Signature Bank knew or had reason to believe one or more of the Judgment Debtors had an interest.

7. M&I EFC, through its counsel, served a restraining notice in the amount of the \$658,994.02 judgment on Signature Bank via certified mail, return receipt requested, on February 28, 2007, pursuant to and in accordance with Section 5222(b) of the New York Civil Practice Law and Rules.

8. Upon information and belief, Signature Bank received that restraining notice on March 5, 2007.

9. Upon information and belief, Signature Bank failed to honor that restraining notice, and, in violation of that restraining notice, made or suffered the transfer or other disposition of, or interference with, assets in which one or more of the Judgment Debtors had an interest, or paid over or otherwise disposed of monies due to one or more of the Judgment Debtors, damaging M&I EFC in an amount to be determined at trial, up to and including \$658,994.02.

10. M&I EFC obtained a second judgment against the Judgment Debtors in the amount of \$60,553.66 on April 23, 2007.

11. M&I EFC, through its counsel, served a restraining notice in the amount of the \$60,553.66 judgment on Signature Bank via certified mail, return receipt requested, on May 8, 2007, pursuant to and in accordance with Section 5222(b) of the New York Civil Practice Law and Rules.

12. Upon information and belief, Signature Bank received that restraining notice on May 14, 2007.

13. Upon information and belief, Signature Bank failed to honor that restraining notice, and, in violation of that restraining notice, made or suffered the transfer or other disposition of, or interference with, assets in which one or more of the Judgment Debtors had an interest, or paid over or otherwise disposed of monies due to one or more of the Judgment Debtors, damaging M&I EFC in an amount to be determined at trial, up to and including \$60,553.66.

WHEREFORE, M&I Equipment Finance Company demands judgment against Signature Bank in an amount to be determined at trial, up to and including \$719,547.68, plus interest, costs and other relief as the Court deems just and proper.

Dated: March 3, 2008

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